

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/03/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kerr Group, Inc.		07/21/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Berry Plastics Corporation		
Street Address:	101 Oakley Street		
City:	Evansville		
State/Country:	INDIANA		
Postal Code:	47706-0959		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1401239	SETCO	
CORRESPONDENCE DATA			
Fax Number:	(317)231-1313		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	3172311313		
Email:	jgard@btlaw.com		
Correspondent Name:	Julia Spoor Gard		
Address Line 1:	11 South Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	5723-78280		
NAME OF SUBMITTER:	Julia Spoor Gard		
Signature:	/jsg/		

CH 1401239 \$40.00

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TRADEMARK
REEL: 003376 FRAME: 0792

Date:

08/24/2006

Total Attachments: 1
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NUNC PRO TUNC ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Kerr Group, Inc., a Delaware corporation ("Assignor") has assigned and hereby assigns effective June 3, 2006, to Berry Plastics Corporation, a Delaware corporation, located at 101 Oakley Street, Evansville, Indiana 47706-0959 ("Assignee"), all of its right, title and interest in and to U.S. Registration No. 1401239 ("the Mark") together with the goodwill of the business symbolized thereby.

For such good and valuable consideration, Assignor hereby further assigns and transfers to Assignee, all rights and interests in, to and arising from any infringement of the Mark, including, without limitation, all claims for damages and profits for any infringements which occurred prior to the date of this Assignment, including the rights to sue for any infringements in its own name and stead and for its own benefit.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the Mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

This 21st day of July, 2006

KERR GROUP, INC.

By: 

Name: Jeff Thompson

Title: Vice President

STATE OF Indiana)
COUNTY OF Vanderburgh) SS:

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 21st day of July, 2006.

Witness my hand and Notarial Seal this 21st day of July, 2006.

KARA HELFERT
Notary Public, State of Indiana
County of Vanderburgh
My Commission Expires Jun. 1, 2012


Notary Public

Printed

County of Residence: _____
My Commission Expires: _____